

RECORDING REQUESTED BY

\_\_\_\_\_

AND WHEN RECORDED MAIL TO

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SUBORDINATION, NON-DISTURBANCE & ATTORNMENT AGREEMENT**

1. **Parties.** The “Parties” to this Agreement (“SNDA”) are: **BENEFICIARY**, hereinafter referred to as “Lender”, **a CORPORATION** (“Lessor”), and **OUTFRONT Media**, as successor to **N/A** Lessee.
  
2. **Recitals.** In entering into this SNDA, the Parties have in mind the facts set forth below.
  - A. For reference purposes, this SNDA is dated as of \_\_\_\_\_ .
  
  - B. Lessor and Lessee are parties to a lease dated \_\_\_\_\_ that was initially entered into between \_\_\_\_\_ . As used in this SNDA, “Lease” means that initial instrument, together with all past and future extensions, renewals and replacements to Lessee or its successors for any portion of the “Premises” commonly known as \_\_\_\_\_ , which has the following legal description.  
  
**See Exhibit A for legal description**
  
  - C. Lessor has executed, or is about to execute, a Security Instrument in favor of Beneficiary to secure a loan in the sum of \_\_\_\_\_ ( \_\_\_\_\_ ) (“Loan”). The Security Instrument is dated \_\_\_\_\_ to Lender. The Security Instrument will be recorded concurrently with this Agreement.
  
  - D. As a condition of the Loan, the Security Instrument must be senior to the interests of Lessee under the Lease.
  
  - E. Lender would not make the Loan without this SNDA.
  
3. **Objectives.** This Agreement is the result of negotiations between the Parties. Each party has had the opportunity to retain counsel. If there is any ambiguity in the Agreement, it shall not be interpreted for or against either party, but rather fairly and simply to achieve these objectives.
  - A. Lessor wants to induce Lender to make the Loan.
  
  - B. Lender wants the Security Instrument to be senior to the interests of the Lessee under the Lease.
  
  - C. Lessee wants its occupancy of the Premises to be undisturbed, so long as Lessee complies with the terms of the Lease.
  
  - D. The Parties want the obligations of this SNDA to survive any judicial foreclosure of the Security Instrument or sale of the Premises as a result or in lieu of such foreclosure.
  
4. **Subordination.** Subject to the provisions of Paragraph 5 below, the Lease shall be subject and subordinate to the lien of the Security Instrument, including all renewals, modifications, consolidations, replacements and extensions thereof.
  
5. **Non-Disturbance.** So long as Lessee is not in default of its obligations under the Lease, past any applicable notice and cure provisions of the Lease, neither Lessor nor Lender and their respective successors shall disturb Lessee’s possession of the Premises nor diminish or interfere with Lessee’s rights under the Lease, including all renewals, modifications, replacements and extensions.
  
6. **Attornment.** If the Lessor’s interest in the Premises is transferred to the Lender or to any successor thereto (“Acquiring Party”), whether by trustee’s sale, judicial foreclosure, sale in lieu or as a result of such foreclosure, assignment or other means, this paragraph shall apply.
  - A. Lessee shall attorn to any Acquiring Party as the successor to the Lessor’s interests in the Premises without the execution by the Parties of any further instruments.
  
  - B. Lessee shall not be required to pay rent to the Acquiring Party until Lessee receives both written notice that the Acquiring Party has succeeded to the Lessor’s interests in the Premises and reasonably satisfactory evidence verifying the Acquiring Party’s succession to the Lessor’s interests in the Premises.
  
  - C. Lessee and the Acquiring Party shall remain bound by the terms of the Lease, including all renewals, modifications, replacements and extensions.
  
  - D. Immediately upon the written request of the Acquiring Party or the Lessee, they shall enter into a lease between themselves, on the same terms and conditions as the Lease. The new lease shall be subject to the terms of this SNDA.

7. **Notices:** All notices required by this Sublease or by statute may be served personally, by overnight delivery service, or by registered or certified United States mail, return receipt requested. All notices shall be served at the expense of the Party giving notice. Service shall be deemed complete upon personal delivery, two days after deposit with an overnight delivery service, or three days after deposit in the United States mail. Service shall be made to the following addresses or such other address as a party may designate by written notice.

**To Lender:**

**To Lessor:**

**To Lessee:**

**OUTFRONT Media**

Attn: Real Estate Manager

8. **Litigation Expenses.** "Litigation Expenses" includes all attorney fees, consultant's fees, expert witness fees, expenses of preparing exhibits and court costs incurred in connection with litigation. If any party to this transaction commences any litigation pertaining to or involving this SNDA, or its enforcement, the prevailing party shall be entitled to reasonable Litigation Expenses as fixed by the court.
9. **Assignees.** This SNDA shall bind and benefit the assignees and successors in interest of the Parties.
10. **Integrated Agreement: Non-Waiver.** This SNDA is the complete agreement of the parties and incorporates all prior agreements, whether written or oral. There shall be no changes to this SNDA, except by a further written agreement between the Parties. The Parties shall not be deemed to have waived any provision of this SNDA unless the waiver is written and signed by the Party who is charged with the waiver.
11. **Agreement is Severable:** If any term of this SNDA is declared invalid or unenforceable, the remainder of this SNDA shall remain valid and enforceable to the fullest extent permitted by law.
12. **Governing Law:** The laws of the state where the subject Premises are located shall govern this SNDA.
13. **Counterparts:** This SNDA may be executed in any number of counterparts. Each counterpart shall be deemed an original.

**Lender:**

By: \_\_\_\_\_

\_\_\_\_\_  
Title

**Lessee: OUTFRONT Media**

By: \_\_\_\_\_

\_\_\_\_\_  
Title

**Lessor:** \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

STATE OF )  
 )ss  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within the \_\_\_\_\_ document of \_\_\_\_\_ pages in length dated \_\_\_\_\_, to which \_\_\_\_\_ are also signatories, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_

STATE OF )  
 )ss  
COUNTY OF )

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